

14 OCT 2010

INFORMATION PAPER

SUBJECT: Mold in Virginia Residential Rental Properties

1. Purpose: To provide information on a new Virginia law regarding the duty to remove mold in a residential rental unit.
2. Section 8.01-226.12 of the Virginia Code creates landlord liability for a tenant's personal injury relating to a mold condition in a rented residence. However, if the condition is caused solely by the negligence of the tenant, the landlord is not responsible for the tenant's damages. This law applies to all lease agreements in Virginia, independent of other landlord-tenant laws that do not always apply to residential leases.
3. The Virginia Residential Landlord and Tenant Act (VRLTA), which applies to apartments and single family homes (if the landlord owns ten or more such homes), also addresses mold. The VRLTA requires the landlord to maintain the premises in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly respond to any notices from a tenant. It also requires the tenant to use reasonable efforts to maintain the dwelling unit and any other part of the premises that he occupies in such a condition as to prevent accumulation of moisture and the growth of mold, and to promptly notify the landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the tenant. Where a mold condition in the dwelling unit materially affects the health or safety of any tenant, the landlord must repair the condition, (at the landlord's expense), and may require the tenant to temporarily vacate the dwelling unit in order for the landlord to perform mold remediation for a period not to exceed 30 days. The landlord must provide the tenant with either a comparable dwelling unit or hotel room, as selected by the landlord, at no expense to the tenant. The tenant is responsible for payment of rent under the rental agreement during the period of any temporary relocation.
4. Note that these laws need to be considered in light of the individual facts of each case (such as the terms of the lease). Please visit the Fort Belvoir legal assistance office with any questions regarding this important issue.

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